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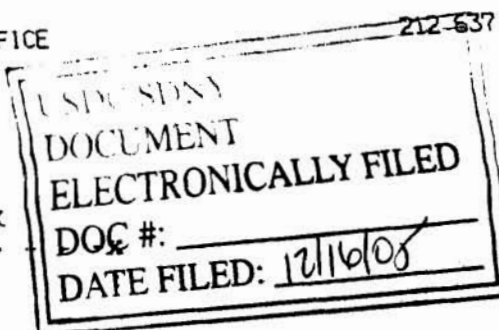
US ATTORNY'S OFFICE

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P.02

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA



WARRIS

- v. -

DOUGLAS SHYNE,
NATASHA SINGH,
a/k/a "Beatris Rodrigues,"
CHRISTINE RICHARDSON,
NATHANIEL SHYNE, and
TOYBE BENNETT,
a/k/a "Dmitriy Makarevich,"
a/k/a "Dmitriy Makervish,"
a/k/a "Eduardo Rodrigues,"
a/k/a "Cecilio Pena,"

Defendants.

STIPULATION AND ORDER

S1 05 Cr. 1067 (KMK)

-----X

WHEREAS, on or about November 9, 2005, NATAHSA SINGH, a/k/a "Beatris Rodrigues" (the "defendant") was charged in a seven count superseding Indictment S1 05 Cr. 1067 (KMK) (the "Indictment") with conspiracy to commit bank fraud, conspiracy to traffic in stolen goods, conspiracy to commit money laundering, and various substantive counts;

WHEREAS, the Indictment included a forfeiture allegation requiring the defendant to forfeit to the United States, pursuant to 18 U.S.C. § 982, all property, real and personal, that constitutes or is derived from proceeds traceable to the commission of the offense, including but not limited to all lot or parcel of land, together with its buildings, appurtenances, improvements, fixtures, attachments and easements, located at 708 Meade Court, Williamstown, NJ 08094 (the "defendant property");

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WHEREAS, the defendant has entered into a contract of sale for the defendant property for a cash price of \$355,000;

WHEREAS, the defendant has advised the United States that the closing for the sale is scheduled for on or about December 16, 2005;

WHEREAS, based on representation by the defendant's counsel, Countrywide Home Loans (the "Lienholder") claims an interest in the defendant property of \$245,945.39, arising from its first priority lien on the property due to an outstanding mortgage;

WHEREAS, the parties agree that the defendant property should be sold to preserve its value pending a final adjudication on the merits;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED that plaintiff, United States of America, by and through its attorney, Michael J. Garcia, United States Attorney for the Southern District of New York, of counsel Vincent Tortorella, Assistant United States Attorney; and NATASHA SINGH, by her counsel, Harvey Fishbein, Esq., consent to the following:

1. The defendant property shall be sold pursuant to the above-stated contract of sale.

2. The net proceeds from the sale of the defendant property will include all money realized from the sale of the defendant property, except for the following:

- a. Real estate commissions, if any;

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b. Amounts due to the Lienholder;

c. Amounts due the holder of any other valid lien which was recorded prior to the time plaintiff's Notice of Lis Pendens was recorded;

d. Real estate property taxes which are due and owing; and *landfill water and sewer payments* (CPB)

e. closing costs;

f. reasonable attorney fees related to the sale of the defendant property; and

g. \$31,000.00 in U.S. Currency, which will be transferred to the defendant at closing. *plus interest* (CPB)

3. Countrywide Home Loans will be paid \$245,945.39 in U.S. currency at the closing for the defendant property;

4. The United States and the defendant hereby agree to substitute the net proceeds realized from the sale of the defendant property as a "substitute res" for the defendant property in this case. The net proceeds shall be remitted to the custody and control of the United States Marshals Service as the substitute res in this case, and held pending further order of the Court.

5. To allow the defendant to raise the funds, the Government will remove its lis pendens on the defendant property after this order is entered by the Court;

6. The defendant agrees that she will retain custody, control, and responsibility for the defendant property until the

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interlocutory sale has been completed. The defendant further agrees that she will retain existing insurance on the defendant property until the interlocutory sale has been completed.

7. The defendant represents that, excluding the Lienholder, she has the sole authority to enter into this Stipulation regarding the defendant property, and agrees to hold harmless the United States from any other claims filed in this action by third parties alleging an interest in the defendant property.

8. The signature pages of this stipulation may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

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GOULD KERNER LLP
US ATTORNY'S OFFICE

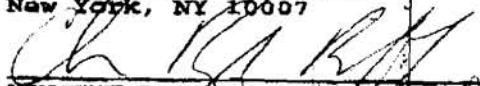
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9. Counsel below acknowledges that he is authorized to
execute this stipulation on behalf of the defendant.

Dated: New York, New York
December 15, 2005

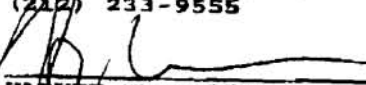
Agreed and consented to:

MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
Attorney for Plaintiff
One St. Andrew's Plaza
New York, NY 10007



VINCENT TORTORELLA *Vincent Tortorella*
Assistant United States Attorney
(212) 637-2606/1204

12/14/05
Date

Harvey Fishbein, Esq.
Attorney for the Defendant
61 Broadway, Suite 1601
New York, NY 10006
(212) 233-9555

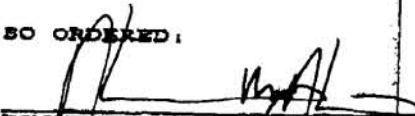

HARVEY FISHBEIN, ESQ.

12/14/05
Date


NATASHA SINGH

12/13/05
Date

SO ORDERED:


HONORABLE KENNETH M. KARAS
UNITED STATES DISTRICT JUDGE

12/15/05
Date